

**Amendment Number 5**  
**to**  
**Contract Number DIR-SDD-2240**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**Mainline Information Systems, Inc.**

This Amendment Number 5 to Contract Number DIR-SDD-2240 (“Contract”) is between the Department of Information Resources (“DIR”) and Mainline Information Systems, Inc. (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 2. Term of Contract** is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through December 5, 2017, or until terminated pursuant to the termination clauses contained in the Contract, completing the three (3) additional one-year options. No additional extension periods remain.

2. **Contract, Section 7. Software License Agreements, B, Conflicting or Additional Terms** is hereby reinstated in its entirety as follows:

**B. Conflicting or Additional Terms**

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor’s initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer’s authorized signatory.

Vendor shall not without prior written agreement from Customer’s authorized signatory, require any document that: 1) diminishes the rights, benefits, or protections

of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

- 3. Appendix A, Standard Terms and Conditions For Products and Related Services Contracts**, is hereby restated in its entirety and replaced with the attached **Appendix A, Standard Terms and Conditions For Services Contracts dated 06/21/2016**, except where previous authorized exceptions to Appendix A were allowed and documented as part of the Contract. In such cases, the previously authorized exceptions shall be applied to the portions of the new Appendix A which are comparable to those in the earlier Appendix A for which they were written, and this without regard for the numbering or lettering associated with any of the documents. Applied in such manner, the exceptions shall remain in full force and effect until such time the contract expires or is terminated.

**4. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contract dated 06/21/2016:**

**A. Appendix A, Section 5. Intellectual Property Matters, C. Further Actions** is hereby restated in its entirety as follows:

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. Customer shall have the full and sole power to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

**B. Appendix A, Section 5. Intellectual Property Matters, F. Injunctive Relief** is hereby restated in its entirety as follows:

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights may cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without the necessity of posting bond.

**C. Appendix A, Section 5. Intellectual Property Matters, I. Third-Party Underlying and Derivative Works** is hereby restated in its entirety as follows:

Vendor agrees to notify Customer in its proposal for, and on delivery of the Work Product or Services if such materials include any Third Party IP. Further, in its proposal, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

**D. Appendix A, Section 5. Intellectual Property Matters, K. License to Customer** is hereby restated in its entirety as follows:

Vendor grants to Customer, a perpetual, revocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product; provided, however, that Vendor's right to revoke the foregoing license is limited to only those instances where Customer fails to comply with the license granted herein. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor and Vendor is free to use the Vendor IP in future projects.

**5. Appendix C, Pricing Index**, is hereby deleted in its entirety and replaced with **Appendix C, Pricing Index**, as attached hereto.

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment Number 5, then Amendment 4, then Amendment Number 3, then Amendment Number 2, then Amendment Number 1 and finally the Contract.

(Remainder of page intentionally left blank)

**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than December 5, 2016.

**Mainline Information Systems, Inc.**

**Authorized By:** Signature on File

**Name:** Joseph P. Elebash

**Title:** Chief Financial Officer

**Date:** 12/8/2016

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on File

**Name:** Hershel Becker

**Title:** Chief Procurement Officer

**Date:** 12/12/2016

**Office of General Counsel:** Signature on File 12/9/2016